

K. Miller, J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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QUANTUM CORPORATE FUNDING, LTD.,

Plaintiff,

-against-

WESTWOOD DESIGN/BUILD INCORPORATED,
DAVID R. WARFIELD, NATIONAL CITY
MORTGAGE INC., and PENN LYON HOMES
CORPORATION.

Defendants.

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NATIONAL CITY MORTGAGE, INC.,

Third-Party Plaintiff,

-against-

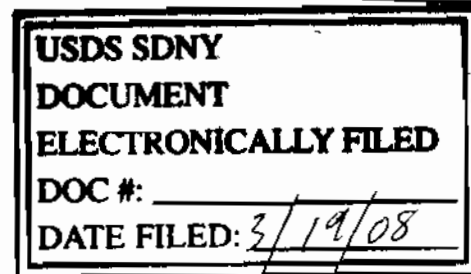
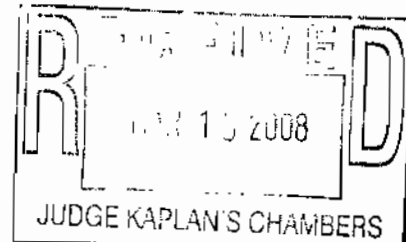
MICHAEL CONRAD a/k/a MICHAEL CONRAD
BROWN,

Third-Party Defendant.

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Civil Action
Docket No. 08 CV00539 (LAK)(HBP)

**ORDER GRANTING
PRELIMINARY INJUNCTION**



This cause came on to be heard on February 15, 2008 on plaintiff's motion for a preliminary injunction. At that hearing, the Court considered the Complaint, the Affidavits submitted in support of the motion, and that the motion was unopposed.

After due deliberation, it appears to the Court that the defendants Westwood Design/Build Incorporated and David R. Warfield have actually or have threatened to sell, transfer, assign, or otherwise convey or encumber assets pledged to plaintiff as security, or of moneys received in payment of accounts receivable, or of moneys received from plaintiff, or of goods and materials paid for by plaintiff and will commit the acts set forth below, unless retained by this Court, to the irreparable injury of the plaintiff. The Court has made and filed its Findings-of-Fact and Conclusions-of-Law on record on February 15, 2008. Therefore,

IT IS ORDERED that defendant Westwood Design/Build Incorporated shall not, without the written consent of the plaintiff, sell, transfer, assign or in any way convey or encumber assets pledged by it to plaintiff as security, or of moneys received in payment of its accounts receivable, or of moneys received from the plaintiff, or goods, and materials paid for by plaintiff; and

IT IS FURTHER ORDERED that defendant David R. Warfield shall not, without the written consent of the plaintiff, sell, transfer, assign or in anyway convey or encumber any moneys or the property in the name of or received from or belonging to or held for the benefit of defendant Westwood Design/Build Incorporated; and

IT IS FURTHER ORDERED that this Preliminary Injunction shall remain in full force and effect until the final judgment in this action or until further Order of the Court, whichever occurs first, and it is further ORDERED that so much of

Dated: March 11, 2008

the order of March 3, 2008 as issued at 9:32 am denied plaintiffs motion for a preliminary injunction is vacated.

[Signature]
UNITED STATES DISTRICT JUDGE



GOETZ FITZPATRICK LLP

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March 17, 2008

Honorable Lewis A. Kaplan
United States District Judge
United States Courthouse
500 Pearl Street
New York, NY 10007

RE: Quantum Corporate Funding, Ltd. v. Westwood Design/Build Inc., et al
S.D. N.Y. No. 08 CV 00539 (LAK) (HBP)

Dear Judge Kaplan:

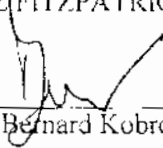
This firm represents the plaintiff, Quantum Corporate Funding, Ltd., in the referenced action.

I am writing as a follow-up to my letter to Your Honor of March 4, 2008 as concerns the submission of a proposed order regarding the Court's February 15, 2008 grant of plaintiff's motion for a preliminary injunction. The transcript of Your Honor's decision, which set forth the Court's Findings-of-Fact and Conclusions of Law underlying the motion's grant, was not prepared by the Reporter until Friday, March 14, 2008, and was docketed today.

Attached hereto is plaintiff's proposed order granting its motion for a preliminary injunction as to defendants Westwood Design/Build Inc. and David R. Warfield. It is respectfully requested that that portion of Your Honor's Order of March 3, 2008 which dismissed the motion because of plaintiff's failure to submit an Order to Your Honor for signature be vacated and that the proposed Order be entered in its stead.

Very truly yours,

GOETZ FITZPATRICK LLP

By: 
Bernard Kobroff

BK/am